

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO**

\_\_\_\_\_  
IMG WORLDWIDE, INC.,

Plaintiff,

vs.

\_\_\_\_\_  
MATTHEW BALDWIN,

Defendant.  
\_\_\_\_\_

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) **Case No. 1:10-cv-00794-KMO**  
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) **DECLARATION OF**  
) **JEREMY BATES**  
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I, Jeremy Bates, declare as follows:

1. I am currently the offensive coordinator for the Seattle Seahawks, a position that I have held since January 2010. Previously, I was the offensive coordinator of the USC Trojans football team from January 2009 to January 2010. I have also held coaching positions with the Denver Broncos (2006-2008), the New York Jets (2005), and the Tampa Bay Buccaneers (2002-2004).

2. Since January 2005, I have been (and continue to be) represented by IMG's Coaches Division.

3. My friend Matt Baldwin was previously employed as an agent with IMG's Coaches Division. I have known Matt since we played football together at Rice University and we have been very close friends ever since. Matt was the primary reason that I sought representation from IMG.

4. Matt has always been my contact person at IMG. My contact with Gary O'Hagan was and continues to be, at best, minimal.

5. After I was released from the Denver Broncos in 2008, I explored several coaching opportunities, including an opportunity with USC. In December 2008, Matt and I met with Pete Carroll who was, at the time, the head coach of USC. Matt, Pete Carroll and I met in an airport in Denver to discuss the opportunity and, that day, Matt negotiated a deal with Pete Carroll that satisfied my professional and financial interests.

6. In December 2009, I was approached by several teams about coaching opportunities for the 2010 football season. I told Matt that I wanted him, and only him, to represent me in connection with the negotiations. Matt did a great job in negotiating my previous coaching contracts and I value his judgment, advice and negotiating skills. I did not want Gary O'Hagan to be involved because I did not trust that Gary understood my overall career plan and vision in the same way that Matt did. Matt never suggested to me that Gary should not be involved. It was my choice to have Matt do the negotiating.

7. In December 2009, I was offered an opportunity to join the Seattle Seahawks as the offensive coordinator, a major coaching position. This represented a significant career opportunity for me. Ultimately, in January 2010, Matt negotiated a favorable, multi-million dollar, four-year deal with the Seahawks. During the four-year contract period, all agency fees from my employment with the Seahawks will go to IMG.

8. Matt recently informed me that he resigned from IMG to accept a position with Creative Artists Agency ("CAA"). At no point before or after his resignation from IMG did Matt solicit me to join CAA and, as I stated above, I continue be represented by IMG.

9. Since Matt left IMG, Gary has not called, emailed, texted or communicated with me in any way to discuss my future as a client of IMG. Perhaps because

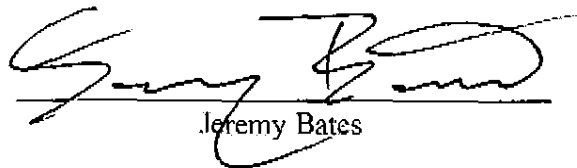
IMG will earn commissions from my contract over the next four years Gary does not think it is important to call me.

10. I have asked Matt if he could represent me at CAA. Matt advised me that he could not do so, but that he has filed a lawsuit in California with respect to his employment contract with IMG, which may enable him to do so.

11. Because Gary has not called me and I have little confidence in him anyway, I have also asked Matt whether, if he cannot represent me at CAA, someone else could. Matt advised me that he could not solicit me to work for CAA, but I am aware that CAA has a strong Coaches Division and I am considering terminating IMG and joining CAA despite the fact that Matt may not be able to represent me for some time.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on April 19, 2010

  
Jeremy Bates